

ZB# 97-29

**Edith Craig /
Toyota of Newburgh**

14-3-24

#97-29 ^{Craig -} ~~Harris~~ - Toyota of Newburg, Inc.
14-3-~~4~~ Sign

Prelim.

Aug. 11, 1997.

Copy of Deed &

Photos.

Letters out 8/27/97

8/19/97 - Notice to Sequester
8/27/97

Public Hearing:

Sept. 8, 1997

No Show.

Public Hearing:

Sept. 22, 1997.

Sign Variance

Refund \$407.50

Wilson Jones • Cashiers • 818-A-1000 Dollars • 818-A-1000 Dollars

MADE IN U.S.A.
© Wilson Jones, 1989

DATE Aug 29, 1997 **RECEIPT** 6772306

RECEIVED FROM Toyota of Newburgh

Address

one hundred fifty 00/100 DOLLARS \$150.00

FOR ZBA #97-29

ACCOUNT			HOW PAID		
BEGINNING BALANCE			CASH		
AMOUNT PAID			CHECK #3000	150.00	
BALANCE DUE			MONEY ORDER		

Town Clerk

BY Dorothy N. Hansen
sh

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Graig / Toyota of Newb.

FILE# 97-29.

RESIDENTIAL: \$50.00
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA ☒ Sign

USE ☐

APPLICATION FOR VARIANCE FEE \$ 150.00

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 500.00.

DISBURSEMENTS:

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE 8/12-3 pgs. \$ 13.50
2ND PRELIMINARY- PER PAGE 9/22/97-2 pgs. \$ 9.00.
3RD PRELIMINARY- PER PAGE \$
PUBLIC HEARING - PER PAGE \$
PUBLIC HEARING (CONT'D) PER PAGE \$

TOTAL \$ 22.50

ATTORNEY'S FEES: \$35.00 PER MEEETING

PRELIM. MEETING: 8/11/97- \$ 35.00
2ND PRELIM. 9/22/97 \$ 35.00
3RD PRELIM. \$
PUBLIC HEARING. \$
PUBLIC HEARING (CONT'D) \$

TOTAL \$ 70.00

MISC. CHARGES:

..... \$
TOTAL \$ 92.50

LESS ESCROW DEPOSIT \$ 500.00
(ADDL. CHARGES DUE) \$
REFUND DUE TO APPLICANT . \$ 407.50

*paid 8/25/97
ck # 3030
paid 8/28/97
ck # 3031*



AUTOS OF NEWBURGH INC. • DBA
TOYOTA
Newburgh



3030

NEW WINDSOR, NEW YORK 12553

96 Route 9W, NEW WINDSOR, NY 12553

THE SUM OF *****150 DOLLARS AND *00* CENTS

50-235
219

DATE
8/26/97

CHECK AMOUNT
\$150.00*

PAY

AUTOS OF NEWBURGH INC. • DBA
TOYOTA OF NEWBURGH

TO THE
ORDER
OF

TOWN OF NEW WINDSOR

THE BANK OF NEW YORK
213 QUASSACK AVE
NEW WINDSOR, N.Y. 12553

28A - 97-29

Kandice B. Fude
AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

⑈003030⑈ ⑆021902352⑆ ⑆0232004812⑈



AUTOS OF NEWBURGH INC. • DBA
TOYOTA
Newburgh



3031

NEW WINDSOR, NEW YORK 12553

96 Route 9W, NEW WINDSOR, NY 12553

THE SUM OF *****500 DOLLARS AND *00* CENTS

50-235
219

DATE
8/26/97

CHECK AMOUNT
\$500.00*

PAY

AUTOS OF NEWBURGH INC. • DBA
TOYOTA OF NEWBURGH

TO THE
ORDER
OF

TOWN OF NEW WINDSOR

THE BANK OF NEW YORK
213 QUASSACK AVE
NEW WINDSOR, N.Y. 12553

28A - 97-29

Kandice B. Fude
AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

⑈003031⑈ ⑆021902352⑆ ⑆0232004812⑈

1/12/97	#97-28- Refund of Escrow - (Mans)	\$ 407.50
	#97-29- Refund of Escrow - (Craig)	407.50
	Total Due	\$ 815.00
Approved: Patricia A. Banhart ZBA		

In the Matter of the Application of

CRAIG /TOYOTA OF NEWBURGH

#97-29.

**MEMORANDUM OF
DECISION GRANTING
AREA VARIANCE
FOR SIGN**

WHEREAS, EDITH F. CRAIG, 10 Wintergreen Avenue, Newburgh, N. Y. 12550 (owner), and TOYOTA OF NEWBURGH, INC., a corporation with an office located at 96 Route 9w, New Windsor, N. Y. 12553, (lessee) have made application before the Zoning Board of Appeals for a 1 ft. 6 in. sign height and 1 ft. sign width variance (for fascia sign) to replace two existing signs at the used car sales office located at 336 Route 9W in an NC zone; and

WHEREAS, a public hearing was held on the 22nd day of September, 1997 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the Dina Gaillard of Toyota of Newburgh, Inc., appeared before the Board for this Application and he presented a proxy from the owner of the property in question; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, no one spoke in favor of or in opposition to the Application; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.

2. The evidence presented by the Applicant showed that:

(a) The property is a commercial property located adjacent to a professional use and another commercial property, in a neighborhood of commercial properties.

(b) The site is a former used car sales lot.

(c) There is presently a sign on the building advertising the business that will be removed by the applicant as a condition of the granting of this variance.

(d) The proposed sign will be higher than is called for in the Code but will actually be lower than the existing sign.

(e) The proposed sign will be illuminated with internal, fluorescent lighting, but will not be flashing nor will it have any neon.

(f) As a condition of the granting of the variance, the Applicant will remove a free-standing road sign.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to the Applicant which can produce the benefits sought.

3. The variance requested is substantial in relation to the Town regulations but nevertheless is warranted due to the peculiar nature of the property.

4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed because allowing the proposed sign to be erected will not only be consistent with the neighborhood within which it is located but will promote the interests of the Town of New Windsor by having further commercial development serving its citizens.

6. The benefit to the Applicant, if the requested variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community.

7. The requested variance is appropriate and is the minimum variance necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variance.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a

request for a 1 ft. 6 in. sign height and 1 ft. sign width variance to replace two signs at the used car sales office at 336 Route 9W in an NC zone

BE IT FURTHER

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: November 10, 1997.

/s/ Larry Torley
Chairman

**TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS**

APPLICATION FOR VARIANCE

97-29

Date: 08/17/97

I. Applicant Information:

- (a) CRAIG, EDITH F., 10 Wintergreen Avenue, Newburgh, N. Y. 12550
(Name, address and phone of Applicant) (Owner)
- (b) TOYOTA OF NEWBURGH, INC., 96 Route 9W, New Windsor, N. Y. 12553
(Name, address and phone of purchaser or lessee)
- (c) -
(Name, address and phone of attorney)
- (d) -
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☒ Sign Variance
- ☐ Area Variance ☐ Interpretation

III. Property Information:

- (a) NC 336 Route 9W, New Windsor, N. Y. 14-3-4 89 x 208 +
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? R-4
- (c) Is a pending sale or lease subject to ZBA approval of this application? No
- (d) When was property purchased by present owner? 9/19/92
- (e) Has property been subdivided previously? No
- (f) Has property been subject of variance previously? Yes
If so, when? 2/26/90
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: n/a

IV. Use Variance. n/a

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____
- _____
- _____
- _____

(b) ^{n/a} The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes _____ No x.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

V. Area variance: n/a

(a) Area variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. _____	_____	_____
Reqd. Rear Yd. _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

* Residential Districts only

** No-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the ^{n/a} requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

(You may attach additional paperwork if more space is needed)

VI. Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law, Section 48-18, Table of Supp. Sign Regs., Col. 2.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Wall Sign 1 - Height	<u>2 ft. 6 in.</u>	<u>4 ft.</u>	<u>1 ft. 6 in.</u>
" Sign 1 - Width	<u>10 ft.</u>	<u>11 ft.</u>	<u>1 ft.</u>
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

It is the intention of Applicant, Toyota of Newburgh, Inc., to remove all existing signs from used car lot and replace them with one 4 ft. x 11 ft. fascia sign. The proposed sign is unobtrusive, has interior illumination and will be less signage than is presently existing at site. The variance request is not substantial, will not have an adverse effect on the physical or environmental conditions in the district and is appropriate for the NC zone.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

After removal of double-sided 3 x 5 sign and 2 x 10 fascia sign, both existing, there will be only one proposed 4 x 11 fascia sign.

VII. Interpretation. n/a

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)
(See attached sign sketch)

IX. Attachments required:

- ☒ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- ☒ Copy of tax map showing adjacent properties.
- ☐ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy of deed and title policy.
- ☐ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- ☒ Copy(ies) of sign(s) with dimensions and location.
- ☒ Two (2) checks, one in the amount of \$150.00 and the second check in the amount of \$500.00, each payable to the TOWN OF NEW WINDSOR.
- ☒ Photographs of existing premises from several angles.

X. Affidavit.

Date: September, 1997

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.



(Applicant)

TOYOTA OF NEWBURGH, INC.

By:

Sworn to before me this

____ day of _____, 19____.

XI. ZBA Action:

(a) Public Hearing date: _____.

(b) Variance: Granted (___) Denied (___)

(c) Restrictions or conditions: _____

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

PROXY AFFIDAVIT

SUBMISSION OF APPLICATION FOR VARIANCE # 97-28

ZONING BOARD OF APPEALS

TOWN OF NEW WINDSOR

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

WARREN CRAIG

, deposes and says:

I am the OWNER of a certain parcel of land within the TOWN OF NEW WINDSOR designated as tax map SECTION 14 BLOCK 3 LOT 3. I HEREBY AUTHORIZE RICHARD GAILLARD of TOYOTA OF NEWBURGH, INC. (company name) to make an application before the ZONING BOARD OF APPEALS as described in the within application.

Dated: August 11, 1997.

x Warren S. Craig
(Signature of Owner)
WARREN CRAIG

Sworn to before me this

26th day of August, 1997.

Patricia A. Barnhart
Notary Public

PATRICIA A. BARNHART
Notary Public, State of New York
No. 01BA4904434
Qualified in Orange County
Commission Expires August 31, 1997.

(ZBA DISK#1-060895.PXY)

**OFFICE OF THE BUILDING INSPECTOR
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK**

Prelim. - 8/11/97.
#91-29.

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

**APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (914)563-4630 TO
MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.**

DATE: August 7, 1997

APPLICANT: Richard Gaillard, Toyota of Newburgh
96 Route 9-W
New Windsor, New York 12553

(Gaillard)

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: August 7, 1997

FOR : 4 Ft.x11 Ft. Wall Sign
LOCATED AT: 336 Route 9-W

ZONE: N-C

DESCRIPTION OF EXISTING SITE: 14-3-4

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. Proposed wall sign exceeds maximum size


BUILDING INSPECTOR

PERMITTED

**PROPOSED OR
AVAILABLE:**

**VARIANCE
REQUEST:**

ZONE: N-C

USE: 48-18-B-1

SIGN:

FREESTANDING:

HEIGHT: 2 Ft.6 Inches

4 Ft.

1Ft.6 Inches

WIDTH: 10 Ft.

11 Ft.

1 Ft.

WALL SIGNS:

TOTAL ALL SIGNS:

FEET FROM ANY LOT LINE:

cc: Z.B.A., APPLICANT, FILE, W/ATTACHED MAP

MAP 1196A (27) MAP 1237

CHESTNUT

MAP 1232

N.Y.—STATE — HWY.—NO.—94

LACEY FIELD

MAP 1232

MAP 1232

STREET

LAUREL

MAP 1232

—M6—ON—

YMH

5. 2

3 • 1A

W

WALSH

AVENUE
438.5

AMERICAN

NEW WINDSOR 1664 NEW WINDSOR

C.H.G. & E. Corp.

WATER
816
TE

DISTRICT

3.8.A

2.
1.4A(C)

M6-ON-

3 • 1A

W

WALSH

AVENUE
438.5

AMERICAN

NEW WINDSOR 1664 NEW WINDSOR

C.H.G. & E. Corp.

WATER
816
TE

DISTRICT

3.8.A

2.
1.4A(c)

M6-ON-

14-3-4

1 / 19

APPLICATION FOR BUILDING PERMIT
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK
Pursuant to New York State Building Code and Town Ordinances

Building Inspector: Michael L. Babcock
Asst. Inspectors: Frank Lisi,
New Windsor Town Hall
555 Union Avenue
New Windsor, New York 12553
(914) 564-4618 563-4618
(914) 563-4693 FAX

Bldg Insp Examined _____
Fire Insp Examined _____
Approved _____
Disapproved _____
Permit No. _____

REFER TO:

Planning Board ☐ Highway Dept ☐ Sewer ☐ Water ☐ Zoning Board of Appeals ☐

INSTRUCTIONS

- A. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- B. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- C. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- D. The work covered by this application may not be commenced before the issuance of a Building Permit.
- E. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- F. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for removal or demolition or use of property as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

(Signature of Applicant)

(Address of Applicant)

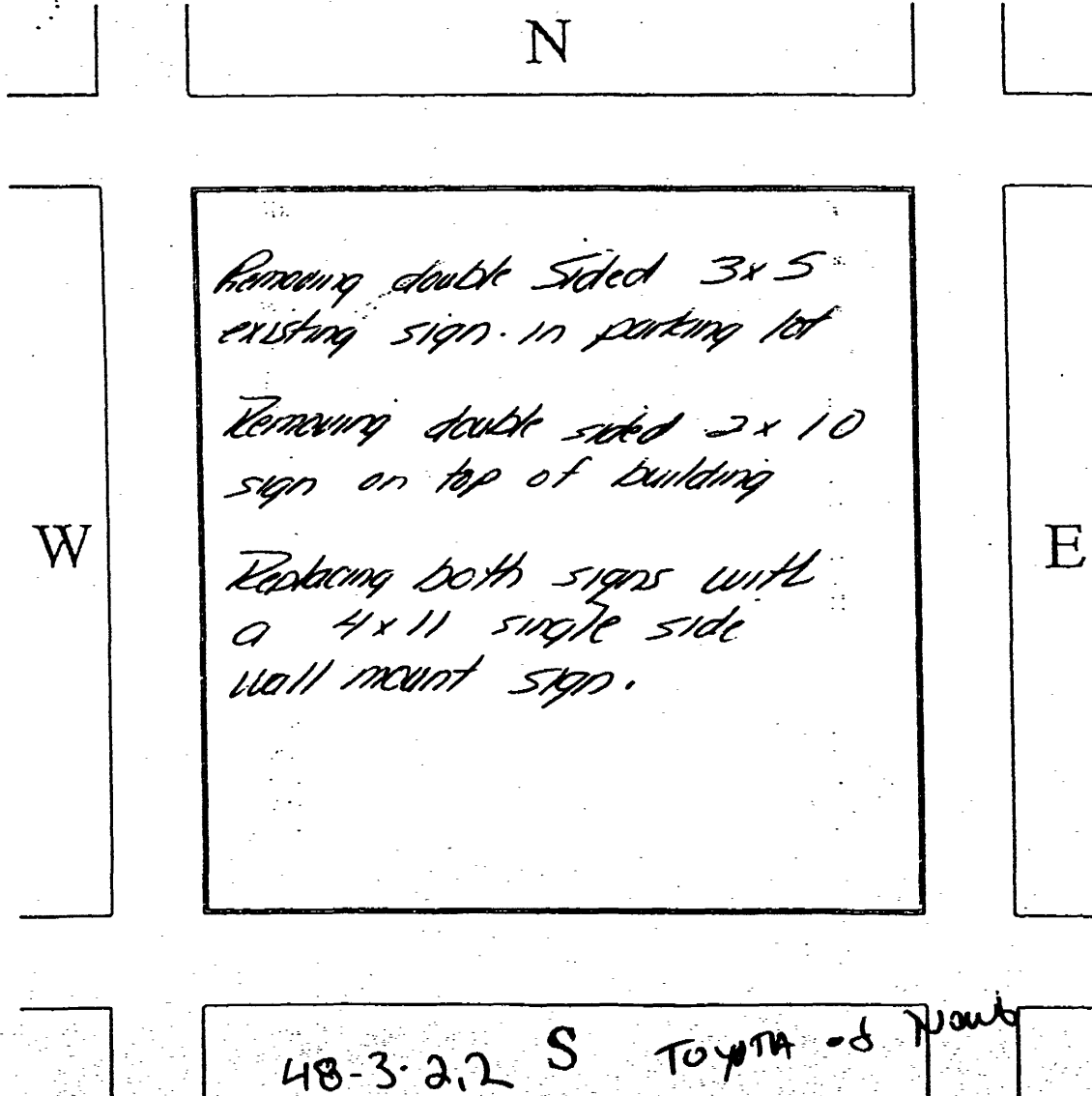
96 Rt 90W New Windsor, NY 12553

PLOT PLAN

1

NOTE:

Locate all buildings and indicate all set back dimensions. Applicants must indicate the building line or lines clearly and distinctly on the drawings.



Date 9/20/97, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 168 North Drury La DR
Newburgh ny 12550

DATE			CLAIMED	ALLOWED
22/97		Zoning Board Mtg	75 00	
		Misc - 2		
		Patel - 5		
		Franklin - 7		
		Mansueto - 2		
		Craig / Toyota - 2 9.00.		
		Catanzaro - 3		
		Casey - 3		
		Rosmarino - 3	121 50	
		27		
			196 50	

CRAIG/TOYOTA OF NEWBURGH

Ms. Dina Gaillard appeared before the board for this proposal.

MR. NUGENT: Request for 1 ft. 6 in. sign height and 1 ft. sign width variance to replace two signs at the used car sales office at 336 Route 9W in NC zone. Let the record show that there is no one here for the Craig/Toyota of Newburgh besides the applicant. Are you replacing two signs with one?

MS. GAILLARD: Yes.

MR. NUGENT: That is better.

MR. KRIEGER: This property is located as was the other in a commercial area of a place where people have a number of signs?

MS. GAILLARD: Yes.

MS. BARNHART: NC zone.

MR. KRIEGER: Again, I'm aware of the zone, I simply asked because that is not necessarily what the neighborhood is, just because that is what the zoning zone is.

MS. GAILLARD: There is also a sign on this building that is on the roof that is coming down this one's on the side of the building.

MR. KRIEGER: So, it will be, although it's higher than the sign that is higher than called for in the code, the sign itself will be actually lower than the present existing sign?

MS. GAILLARD: Yes.

MR. KANE: The sign is illuminated internally?

MS. GAILLARD: Yes.

MR. KRIEGER: No flashing?

September 22, 1997

17

MS. GAILLARD: No.

MR. KRIEGER: No neon?

MS. GAILLARD: No.

MR. REIS: You also have your sign on the road as well, freestanding sign?

MS. GAILLARD: No, not at the used car lot, there was, that is gone.

MR. KANE: Accept a motion?

MR. NUGENT: Yes.

MR. KANE: Move we grant Craig/Toyota Newburgh their variance.

MR. REIS: Second it.

ROLL CALL

MRS. OWEN	AYE
MR. REIS	AYE
MR. KANE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

**ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK**

In the Matter of the Application for Variance of

Craig Toyota of Newburgh, Inc.
Applicant.

AFFIDAVIT OF SERVICE BY MAIL

* 97-29.

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, Windsor, N. Y. 12553.

That on ^{9 on 9/10/97.} Aug. 27, 1997, I compared the 31 addressed envelopes containing the Public Hearing Notice pertinent to this case with the certified list provided by the Assessor regarding the above application for a variance and I find that the addresses are identical to the list received. I then mailed the envelopes in a U.S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
27 day of August, 1977.

Maya A. Halaris
Notary Public

MARY ANN HOTALING
Notary Public, State of New York
No. 01HO5062877
Qualified in Orange County
Commission Expires July 8, 1998

Date 9/10/91, 19.....

TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553**

to Frances Both 168 North Drury La DR.
Newburgh Ny 12550

DATE			CLAIMED	ALLOWED
9/8/97		zoning Board Mtg	75.00	
		Misc - -2		
		Catanzaro -3		
		Sulla - 4		
		Hoteling - 10		
		Mans - 2 \$9.00		
		<u>21 pp</u>	94.50	
			<u>169.50</u>	

PUBLIC HEARING

MANS/TOYOTA OF NEWBURGH

CRAIG/TOYOTA OF NEWBURGH

MR. TORLEY: We're ready to proceed for a public hearing and the applicants are not present.

MS. BARNHART: Let the record show that we tried to reach them.

MR. NUGENT: Go on to the next item of business.

MS. BARNHART: There isn't any.

MR. BABCOCK: Formal decision.

MS. BARNHART: Formal decision, that is the whole thing next.

MR. KRIEGER: This falls under the time honored legal principal of tough muffins.

MS. BARNHART: Can we announce--

MR. KRIEGER: They didn't bother to show up.

MS. BARNHART: Can we announce you mean they have to re-send?

MR. BABCOCK: Yes.

MR. TORLEY: And it is now 58 minutes after 8 by my watch.

MR. KRIEGER: It could have been adjourned, the public hearing could have been convened and adjourned avoiding the necessity of re-notice if somebody had been here to allow the board to convene the public hearing, but since there's nobody here, you can't do that leaving the only option.

MR. TORLEY: If a member of the--

MR. KRIEGER: In other words, the board can pass on

that request to adjourn the hearing but there has to be here somebody to make the request.

MR. TORLEY: Any member of the public?

MR. KRIEGER: No, has to be the applicant, if the applicant is seeking that relief then they should have somebody here, so apparently Mr. Mans is out of luck.

MR. TORLEY: Let me suggest one thing, proceed with the formal decisions and until we actually adjourn, they can still walk in the door and we can do it.

MR. KRIEGER: Yes, that is true. So, they have got another five or ten minutes.

PUBLIC NOTICE OF HEARING
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 29

Request of EDITH F. CRAIG & TOYOTA OF NEWBURGH, INC.

for a VARIANCE of the Zoning Local Law to Permit:

1 ft. 6 in. sign height and 1 ft. sign width variance to replace old existing signs;

being a VARIANCE of Section 48-18-Supplementary Sign Regulations;

for property situated as follows:

336 Route 9W, Town of New Windsor, New York, known as tax lot Section 14, Blk.3, Lot 4

SAID HEARING will take place on the 22nd day of September, 1997, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York beginning at 7:30 o'clock P.M.

James Nugent, Chairman

Date 8/18/47, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 168 N. Drury La DR.
Newburgh, NY 12553

DATE		CLAIMED	ALLOWED
8/11/47	Zoning Board Mtg	75.00	
	Misc - 3		
	Barbara - 7		
	Casey - 5		
	Mans/Toyota - 3		
	Craig/Toyota - 3 13.50		
	Sera glizne - 4		
	25 pp	112 50	
		187 50	

CRAIG/TOYOTA OF NEWBURGH

MR. TORLEY: Request for 1 ft. 6 in. sign height and 1 ft. sign width variance in order to replace two signs at 336 Route 9W used car sales office in an NC zone.

Mr. Richard Gaillard appeared before the board for this request.

MS. BARNHART: This is the one on the corner.

MR. GAILLARD: This is the one on the corner and that one currently has another sign on top of the building, it's kind of like a double sided sign that is, that says must say Toyota, I think it says Toyota Used Cars but probably like 2 x 10 on each side, so we're taking that one down and we painted the corner of the building where they used to have letters when it was an Izuzu building so that is gone, we just want to replace it with a 4 x 11 illuminated wall sign on the building and the other used car sign that is in the parking lot as you go down towards River Road there that is being removed.

MR. KANE: So in essence, you're removing more signage from the lot and then replacing with newer but less?

MR. GAILLARD: Correct.

MR. KRIEGER: You say the new sign is going to be illuminated, how is it going to be illuminated, interior illumination?

MR. GAILLARD: Within the sign, right, yes, no lights down on it.

MR. KRIEGER: Is this interior illumination blinking or flashing or is it a steady light?

MR. GAILLARD: Steady light on timer.

MR. KRIEGER: No fluorescent?

MR. GAILLARD: No fluorescent.

MR. TORLEY: Is my recollection didn't we have a variance to put this sign up over the building height, two sided sign?

MS. BARNHART: Right.

MR. GAILLARD: Probably '90.

MS. BARNHART: February 26, 1990.

MR. TORLEY: So actually you're replacing several old signs with one smaller newer sign?

MR. GAILLARD: One smaller, neater, new sign.

MS. BARNHART: Can't argue with that, guys.

MR. REIS: Accept a motion?

MR. TORLEY: Yes, I will.

MR. REIS: Motion that we set up Mr. Richard Gaillard for his necessary variances at 336 Route 9W.

MS. OWEN: I second it.

ROLL CALL

MS. OWEN	AYE
MR. REIS	AYE
MR. KANE	AYE
MR. TORLEY	AYE

MR. TORLEY: Quick question, these road numbers now these are the new 911 numbers are still the old numbers?

MS. BARNHART: No, these are right off the card, they might not have even changed, they don't change all the numbers. They might of changed yours but didn't change everybody's.

MR. TORLEY: Three years somebody looks at 336 and it's a different lot.

MS. BARNHART: We go by section, block and lot number.

MR. KANE: For the public hearing, bring some pictures of the area.

MR. GAILLARD: Okay, that is all.

MR. KRIEGER: If when in both applications, the Zoning Board of Appeals is required by law to address certain criteria which are set forth on that piece of paper that I have given you, if you would address yourself to those criteria in both applications or each application, it would be helpful.

MR. GAILLARD: Okay, thanks.

13-13-13 MAHER, DENNIS VARIANCE - AREA GRANTED
54 MERLINE AVENUE #78-22 R-4 ZONE 08/14/78
REQUEST FOR 10 FT. REAR YARD VARIANCE FOR EXISTING BLOCK STORAGE BUILDING
(ACCESSORY BLDGS. MUST BE 10 FT. OFF PROPERTY LINE).

13-14-3 ROGERS, TERRI/CURRY, ROSELLA AREA VARIANCE GRANTED
12 MYRTLE AVENUE R-4 ZONE #94-2 02/14/94
REQUEST FOR 24 FT. REAR YARD VARIANCE FOR EXISTING DECK AT MYRTLE AVENUE RESIDENCE
IN R-4 ZONE.

13-14-22.1 BONET, CATHERINE AREA VARIANCE GRANTED
15 CHERRY AVENUE R-4 ZONE #92-11 06/08/92
REQUEST FOR 3.3 FT. SIDE YARD AND 5 FT. REAR YARD VARIANCE TO CONSTRUCT A DECK ON THE
CHERRY AVENUE PARCEL IN R-4 ZONE.

13-15-2 EACHUS, CHRISTOPHER W. & KIMBERLY A. AREA VARIANCE GRANTED
110 CLANCY AVENUE R-4 ZONE #94-46 02/27/95
REQUEST FOR 9 FT. 3 IN. SIDE YARD AND 1 FT. REAR YARD VARIANCE FOR ADDITION AND 13
FT. SIDE YARD AND 17 FT. REAR YARD VARIANCE FOR DECK, BOTH EXISTING, LOCATED AT ABOVE
RESIDENCE. ALSO APPLICANTS GAVE TNW AN EASEMENT BECAUSE ADDITION ENCROACHED INTO
SANITARY SEWER EASEMENT AREA.
08/12/96- REQUEST FOR 22% DEVELOPMENTAL COVERAGE FOR CONSTRUCTION OF ABOVE-GROUND
POOL AT 110 CLANCY AVENUE IN R-4 ZONE UNDER #96-37. GRANTED. CONDITION: APPLICANT AGREED
THAT THERE IS TO BE NO MORE ADDITIONS TO THIS PROPERTY; NO MORE DEVELOPMENTAL COVERAGE
VARIANCES WILL BE GRANTED.

14- MAGNETIC CORE CORP. AREA VARIANCE GRANTED
JOHN STREET #73-4 GI ZONE 03/19/73
REQUEST FOR CONSTRUCTION OF ADDITION TO EXISTING BUILDING WHICH PRE-EXISTED ZONING.

14-1-13 FRANCAN, FRANK USE VARIANCE GRANTED
67 John Street #95-1 PI ZONE 10/23/95
REQUEST FOR USE VARIANCE TO ALLOW TWO-FAMILY RESIDENCE AT 67 JOHN STREET IN A P.I.
ZONE. (PREVIOUS: ONE-FAMILY PRE-EXISTING, NON-
CONFORMING USE).

14-2-3.1 AF&F/CIANCIO, RHODA USE VARIANCE GRANTED
PLYMPTON STREET #97-8 PI ZONE 06/09/97
REQUEST GRANTED FOR USE VARIANCE FOR A NURSERY/DAY CARE CENTER TO BE LOCATED AT
THE FORMER AF&F OFFICE BUILDING ON PLYMPTON STREET. PRIVATE SCHOOL FOR CHILDREN UNDER
AGE OF SIX (PRIVATE KINDERGARTEN AND PRE-K).

14-3-2 HENDON POOL/BRODY USE VARIANCE GRANTED
ROUTE 9W #79-2 PI ZONE 02/26/79
REQUEST FOR RESTAURANT AND COCKTAIL LOUNGE IN A PI ZONE. RESTRICTIONS AS FOLLOWS:
(1) POOL LOCATED ON THE PREMISES BE REMOVED, PERMANENTLY COVERED OR RENDERED
PERMANENTLY UNUSABLE; (2) THAT THERE BE NO LOUD BANDS LOCATED ON THE PREMISES BUT THAT
THERE BE ONLY ONE PIANO WITH NO LOUD AMPLIFICATION OF SAME.

14-3-3 MANS, C.P./TOYOTA OF NEWBURGH, INC. SIGN VARIANCE DENIED
334 ROUTE 9W NC ZONE #91-34 02/10/92
REQUEST FOR 20 S.F. SIGN AREA VARIANCE TO REPLACE ROOF SIGN WITH NEW STRUCTURE WHICH
WILL BE 5 X 10 FT.

14-3-4/5 CRAIG, WARREN S. SIGN VARIANCE GRANTED
ROUTE 9W/WALSH RD. NC ZONE #90-5 02/26/90
REQUEST FOR 74 S.F. SIGN AREA AND 2 FT. 6 IN. SIGN HEIGHT VARIANCES TO REPLACE DOUBLE-
FACED, FREE-STANDING SIGN ON FRONT PORTION OF HIGHWAY (USED CAR LOT ACROSS FROM CALVARY

RIDER TO LEASE AGREEMENT
BY AND BETWEEN
WARREN S. CRAIG AND EDITH F. CRAIG, as Landlord
AND
TOYOTA OF NEWBURGH, INC., as Tenant

Dated: September , 1989

1. Tenant shall have the right to renew said lease agreement at the expiration of said term for two (2) five year periods. Tenant shall notify the Landlord of his desire to renew in writing not less than sixty (60) days from the expiration date of the lease. The terms and condition of the renewal period shall be the same as instant lease, except for Article 5 entitled "Rent". The rent for the renewal term will be negotiated in good faith between the parties hereto.
2. Tenant shall have the first option to purchase said premises in the event Landlord wishes to sell said premises. Landlord agrees to submit any proposal received in writing to the Tenant. Thereafter, Tenant shall have thirty (30) days to either match said offer or to reject the same. In the event that Tenant does not contact the Landlord within thirty (30) days after receiving said offer, it shall be contrued as a rejection by the Tenant.
3. Article 8 of the main lease, shall be amended to allow Tenant to perform any automobile related service.
4. Article 9 of the main lease, shall be amended to state that Tenant shall get credit for one-third (1/3) of the amount of the monetary improvements made by the Tenant during the first six months of this lease. The amount of credit to be given to Tenant shall not exceed \$3,333.00. Tenant agrees to notify Landlord in writing of this exact amount of improvements made and said amount shall be credited to the end of this lease.
5. Landlord will not contribute to any repairs of any kind or services on the premises. Tenant is responsible for all repairs, structural changes and servicing of premises, such as: heating, lighting and sewer.
6. Notwithstanding any other provisions of this lease, the Landlord shall be responsible for the structural improvements to the roof and walls of the building and the Tenant shall be responsilbe for all other repairs to the building.

TOYOTA OF NEWBURGH, INC.

Warren S. Craig
WARREN S. CRAIG, as Landlord

Edith F. Craig
EDITH F. CRAIG, as Landlord

BY Elliot Greer as Tenant
ELLIOT GREER
George Dillard Pres

Final

LEASE

DATE OF LEASE: September 21, 1989

IDENTITY OF LANDLORD: Warren S. Craig & Edith F. Craig
10 Wintergreen Ave
Newburgh, NY 12550

IDENTITY OF TENANT: Toyota of Newburgh, Inc.
Route 9W
New Windsor, New York 12550

W I T N E S S E T H :

ARTICLE 1 - Grant and Premises

Landlord hereby leases to Tenant all of those certain premises located at 336 Route 9W, New Windsor, New York, as shown on Exhibit A attached hereto (hereinafter referred to as the "Premises").

ARTICLE 2 - Commencement of Term

The lease term shall commence on October 1, 1989.

ARTICLE 3 - Length of Term

The term of this Lease shall be for three (3) years, following the Commencement Date, unless sooner terminated or extended as herein expressly provided.

ARTICLE 4 - Renewal Option
none

ARTICLE 5 - Rent

Tenant herein covenants and agrees to pay Landlord as fixed rent hereunder (1) the sum of \$ 20,400.00 per annum during the first year of the original term of this Lease, and (2) the sum of \$ 21,420.00 per annum during the second year of the original term, and (3) the sum of \$ 22,491.00 per annum during the third year of the original term of this Lease.

Rent shall be paid in equal monthly installments on or before the first day of each month, in advance. All rent hereunder shall be paid by Tenant as and when due, without demand therefor and without any abatement, setoff, counterclaim or deduction whatsoever. Payment of rent hereunder shall commence on the term Commencement Date.

ARTICLE 6 - Taxes

Tenant shall pay to Landlord as additional rent hereunder in the manner hereinafter provided, any increase in real estate taxes using 1989 as the base tax year in computing any increase.

If due to a future change in the method of taxation of any franchise, income (other than an income tax which is applicable to other parties in addition to owners of real property), profit or other tax shall be levied against Landlord in substitution in whole or in part for or in lieu of any tax which would otherwise constitute a real estate tax, or a tax or excise shall be imposed upon or measured by rents, such franchise, income, profit or other tax, or tax or excise imposed upon or measured by rents, shall be deemed to be a real estate tax for the purposes hereof.

Notwithstanding the foregoing, in the event any tax or assessment is assessed or levied against the demised premises as a result of any act or omission of Tenant, then Tenant shall pay Landlord the full amount of such tax or assessment.

Tenant's share of such taxes and assessments for each lease year shall be paid within 30 days of notification by Landlord of such increase.

ARTICLE 7 - Construction of the Premises

Landlord shall deliver the Premises to Tenant free and clear of all tenancies and in broom clean condition with all furniture, trade fixtures and the like removed from the Premises.

ARTICLE 8 - Use of Premises

Tenant shall have the right to use the Premises for the sale and storage of automobiles and for no other purpose without Landlord's consent. Notwithstanding the foregoing, Tenant assumes sole responsibility for obtaining, and covenants to secure and maintain at its sole cost and expense, any and all licenses and permits required by all county, municipal, state, federal and other applicable governmental authorities including, without limitation, any town planning board, in connection with Tenant's proposed use of the Premises. Tenant agrees to take any necessary steps to correct any problems related to noxious odors or loud noises caused by the use and operation of the demised premises.

ARTICLE 9 - Tenant's Improvements

Tenant may make at its expense, interior, non-structural alterations, additions or improvements to the

Premises, all of which shall remain the property of Tenant provided they are not permanent in nature. Tenant shall at all times, maintain fire insurance with extended coverage in an amount adequate to cover the cost of replacement of all such alterations, additions or improvements. Tenant shall deliver to Landlord, certificates of such fire insurance policies which shall contain a clause requiring the insurer to give the Landlord ten (10) days' notice of cancellation of such policies. If Tenant is not in default of this Lease, Tenant may remove such non-permanent alterations, additions and improvements and repair any damage to the Premises occasioned by such removal. Tenant shall promptly pay all contractors and material men hired by Tenant to furnish any labor or materials. Should any lien be made or filed, Tenant shall bond against or discharge same within ten (10) days after written request by Landlord. Tenant shall have the further right to make exterior non-structural and structural alterations with the written consent of Landlord, which shall not be unreasonably withheld. Landlord may designate by written notice to Tenant those alterations, additions, improvements or trade fixtures which must be removed by Tenant at the expiration or termination of the Lease, and Tenant shall promptly remove the same and repair any damage to the Premises caused by such removal.

ARTICLE 10 - Repair

Tenant shall maintain in good condition and repair, the roof and structural portions of the Premises. Tenant shall otherwise keep the Premises at all times in good repair, including replacement of plate glass except to the extent that such repair results from the act or omission of Landlord or except where same are covered by the standard fire and extended coverage insurance policy carried by Landlord. To the extent any repairs are covered by Landlord's insurance, Landlord shall not be required to make such repairs until such time as it shall have received the proceeds from such insurance.

ARTICLE 11 - Liability Insurance

Tenant shall, during the entire term hereof, keep in full force and effect, a policy of public liability and property damage insurance with respect to the Premises, and the business operated by Tenant and any sub-tenants of Tenant in the Premises in which the limits of public liability shall not be less than One Million (\$1,000,000.00) Dollars per person and accident, and in which the property damage liability shall not be less than One Hundred Thousand (\$100,000.00) Dollars. The policy shall name Landlord and Tenant as insured as their interests appear and shall contain a clause that the insurer will not cancel or change the insurance without

first giving the Landlord thirty (30) days' prior written notice. A copy of the policy or a certificate of insurance shall be delivered to Landlord. All policies of insurance required to be carried by Tenant shall be written by reputable insurance companies authorized to do business in New York State. To the extent there is a mortgagee pursuant to Article hereof, the policy shall name the mortgagee as additional insured, shall contain a clause that the insurer will not change or cancel the insurance without first giving the mortgagee thirty (30) days' prior written notice, and shall otherwise contain the standard New York mortgagee endorsement.

ARTICLE 12 - Mutual Waiver of Subrogation

Each policy of fire insurance with extended coverage insurance carried by Landlord and Tenant shall provide that the insurer waives any right of subrogation against the other in connection with or arising out of any damage to such property contained in the Premises caused by fire or other risks or casualty covered by such insurance.

In the event that waiver of subrogation endorsement is obtainable only at an additional expense, then the party so requiring such waiver of subrogation endorsement shall either pay the cost of the additional premium for such provisions, or the other party shall be relieved of its obligation to obtain such endorsement.

Neither party, nor its agents, employees or guests, shall be liable to the other for loss or damage caused by any risk covered by such insurance, provided such policies shall be obtainable. This release shall extend to the benefit of any sub-tenant and the agents, employees and guests of any such sub-tenant.

ARTICLE 13 - Utility Charges

Tenant shall be solely responsible for and promptly pay all charges for heat, water, gas, electricity, or any other utility used or consumed in the Premises. Landlord shall not be liable to Tenant for any loss, damage or expense which Tenant may sustain if the quality or character of utilities used upon or furnished to the Premises are no longer available or suitable for Tenant's requirements, or if said utilities are interrupted as a result of actions by the public utility companies or any other suppliers thereof or any cause other than Landlord's negligence or willful default.

ARTICLE 14 - Estoppel Statement

Within ten (10) days after request by Landlord, Tenant agrees to deliver an estoppel certificate to any proposed

mortgagee or purchaser, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Tenant.

ARTICLE 15 - Subordination

Tenant agrees to subordinate this Lease to any institutional first mortgage, underlying or master lease now or hereafter placed upon the land of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereto. The word "mortgage" as used herein includes mortgages, deeds of trust or similar instruments and the word mortgage, underlying or master lease shall include such modifications, consolidations, extensions, renewals, replacements or substitutes thereof. Provided, however, that if Tenant is not in default of this Lease, its tenancy will not be disturbed but shall continue in full force and effect. Landlord shall obtain a subordination, non-disturbance attornment agreement in satisfactory form, from the holders of any and all of the above mortgages or underlying or master lease.

If the fee estate of the Premises is or shall hereafter be mortgaged, and if Tenant shall be notified in writing of any such mortgage and of the name of the mortgagee and an address in the United States to which notices for such mortgage may be sent or delivered, then so long as such mortgage shall remain unreleased of record, whenever notice of default is required by this Lease to be given to Landlord, notice of Landlord's default in the performance of any of the terms of this Lease of the same kind and in the same manner and for the same length of time as is hereby required to be given to Landlord shall also be given to such mortgagee; and such mortgagee shall have the right (without being required so to do and without thereby assuming any of the terms of this Lease) to cure such default within the same time and in the same manner and with the same effect as Landlord might cure the same. This Lease shall not terminate or be terminable by Tenant by reason of the foreclosure of any mortgage permitted by the terms of this Lease, and Tenant's tenancy shall not be disturbed. Any mortgagee or successor shall agree not to disturb Tenant's tenancy, provided Tenant is not in default of this Lease. Tenant agrees, without further instruments of attornment in each case, to attorn to any mortgagee or purchaser at a foreclosure sale who comes into possession of the Premises as a result of the foreclosure of a mortgage permitted under the terms of this Lease, as the case may be, and to waive the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give Tenant any right to election to terminate this Lease or to surrender possession of the Premises in the event a mortgage permitted under the terms of this

Lease is foreclosed, and Tenant agrees that until and unless such permitted mortgagee shall elect to terminate this Lease as a result of a default on the part of Tenant (which, pursuant to the terms of this Lease, would entitle Landlord to terminate this Lease), this Lease shall not be affected in any way whatsoever by any such termination or proceeding.

ARTICLE 16 - Assignment-Subletting

Neither this Lease nor the term and estate hereby granted, nor any part hereof or thereof, may be assigned, mortgaged, pledged, encumbered or otherwise transferred by Tenant, and neither the Premises, nor any part thereof, may be sublet by Tenant to any person or entity, without the prior written consent of Landlord; provided, however, that the assignment or transfer of this Lease, and the term and estate hereby granted, to any corporation into which Tenant is merged or with which Tenant is consolidated or which acquires all, or substantially all, of the assets of Tenant or which is a wholly-owned subsidiary of Tenant shall not be deemed to be prohibited hereby if, and upon the express condition that, the assignee shall have executed, acknowledged and delivered to Landlord an agreement in form and substance satisfactory to Landlord (an "Assumption Agreement") whereby the assignee shall agree to be personally bound by and upon all the covenants, agreements, terms, provisions and conditions set forth in this Lease on the part of Tenant to be kept, observed or performed, and whereby the assignee shall expressly agree that the provisions of this Article shall, notwithstanding such assignment or transfer, continue to be binding upon it with respect to all future assignments and transfers. Upon a permitted assignment of this Lease, but not a sublet, Tenant shall be relieved of all its obligations and liabilities hereunder.

ARTICLE 17 - Governmental Regulations

Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to its use of said Premises including, without limitation, the obtaining of all necessary licenses and permits therefor, except that Tenant may defer compliance with and contest same provided Tenant first gives Landlord assurance satisfactory to Landlord against any loss cost or expense on account thereof. Any changes required by such authorities which are not caused by the act or neglect of the Tenant and which are a responsibility of Landlord, as set forth in this Lease, shall be remedied by Landlord.

ARTICLE 18 - Eminent Domain

If the whole of the Premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate when the Premises are physically taken.

In the event of a taking of any portion of the Premises, if such taking materially affects the economic feasibility of the continued operation of Tenant's business, Tenant shall have the option to cancel this Lease. In the event Tenant determines to remain in operation, Landlord shall diligently rebuild the Premises on the space available, and all rent shall be reduced pro rata, provided, however, that if in the opinion of Landlord it would not be economically feasible to rebuild the Premises, then Landlord may elect to terminate this Lease as of the date of taking and Tenant shall pay all rent and occupancy charges hereunder justly apportioned to the casualty date. Landlord shall be entitled to receive the entire award in the condemnation proceedings, including any award made for the value of the estate vested by this Lease in Tenant, and Tenant hereby assigns to Landlord any and all right, title and interest of Tenant, now or hereafter arising in or to any such award or any part thereof; provided, however, that nothing contained herein shall preclude Tenant from intervening in any such condemnation proceeding to claim or receive from the condemning authority any compensation to which Tenant may otherwise lawfully be entitled in such cause in respect of Tenant's inventory, signs, machinery, equipment and fixtures not replacing Landlord's original equipment, for moving to a new location, reimbursement for Tenant improvements or for any other benefits available to a tenant, provided same do not include any value of the estate vested by this Lease in Tenant. Landlord shall only be required to rebuild the Premises hereunder out of the condemnation award it receives.

ARTICLE 19 - Default of Tenant; Remedies

Tenant shall be held in default of this Lease if:

(a) it shall have failed to pay when due any rent or additional rent due hereunder, or

(b) it shall default in the keeping, observance or performance of any other covenant or agreement hereunder and, Tenant shall have failed to cure such default within thirty (30) days after receipt of written notice from Landlord, or in the case of a default which with due diligence cannot be cured within such thirty (30) day

period, if Tenant shall have failed to undertake and reasonably pursue a cure within such thirty (30) day period, or

(c) it or any guarantor of this Lease shall have failed to discharge any petition in bankruptcy, execution on its property, or assignment for the benefit of creditors within thirty (30) days after receipt of notice thereof, or

(d) Tenant shall have vacated or abandoned the Premises.

In the event of such default, Landlord may, without further notice, declare the term of this Lease terminated, enter into possession of said Premises and sue for and recover all rents due and to become due, or Landlord may sue and recover without entering into possession of said Premises, by summary proceeding or otherwise. Landlord, further, shall have all rights granted to it under the laws of the state in which the Premises are located, including the right, but not the obligation, to re-let the Premises.

In the event of a breach or threatened breach on the part of Tenant with respect to any of the covenants or agreements on the part of or on behalf of Tenant to be kept, observed or performed, Landlord shall also have the right of injunction. The specified remedies to which Landlord may resort hereunder are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may lawfully be entitled at any time, and Landlord may invoke any remedy allowed at law or in equity as if specific remedies were not herein provided for.

Tenant waives and surrenders all right and privilege which it might have under or by reason of any present or future law to redeem the Premises or to have a continuance of this Lease for the term hereof after Tenant is disposed or ejected therefrom by process of law or under the terms of this Lease. Tenant also waives the provisions of any law relating to notice and/or delay in levy of execution in case of any eviction or dispossession for nonpayment of rent, and of any successor or other law of like import. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matters whatsoever arising out of or in any way connected with this Lease or Tenant's use or occupancy of the Premises

ARTICLE 20 - Covenants of Tenant

Tenant shall:

(a) Make no claim against Landlord for any injury or damage to Tenant or to any other person or for any damage

to or loss, by theft or otherwise, of or loss of use of any property of any other person, unless caused by the act or negligence of Landlord, its agents, servants or employees or the failure by Landlord to perform or observe any of its obligations under this Lease;

(b) Not violate or permit the violation of any condition imposed by the standard fire insurance policy issued for commercial buildings in the Town of New Windsor and not do, suffer or permit anything to be done, or keep, suffer or permit to be kept in the Premises which would increase the fire or other casualty insurance rate.

(c) Indemnify and hold harmless Landlord and its partners and their officers, directors, agents and employees (collectively "Landlord Parties") from and against all liability (statutory or otherwise), claims, suits, demands, damages, judgments, costs, interest and expenses (including counsel fees and disbursements incurred in the defense thereof) to which any Landlord Party may (except insofar as it arises out of the act or negligence of such Landlord Party or the failure by Landlord to perform or observe any of its obligations under this Lease) be subject or suffer whether by reason of, or by reason of claim for, any injury to or death of any person or persons or damage to property (including any loss or use thereof) or otherwise and arising from or in connection with the use of Tenant of, or from any work or anything whatsoever done by Tenant, or any of its officers, directors, agents, contractors, employees, licensees or invites, in any part of the Premises, other than by Landlord or its agents or contractors, during the term of this Lease or during the period of time, if any, prior to the Commencement Date with respect to such part that Tenant may have been given access to for the purposes of occupancy or doing work, or arising from any condition of the Premises due to or resulting from any default by Tenant in the keeping, observance or performance of any covenant or agreement contained in this Lease, or from any fault or neglect of Tenant or any of its officers, directors, agents, contractors, employees, licensees or invites.

ARTICLE 21 - Access to Landlord

Landlord or Landlord's agent shall have the right to enter the Premises at reasonable times upon reasonable notice to examine same, and to show them to prospective purchasers or mortgagees of the building and to make such repairs, alterations and improvements as Landlord may deem necessary or desirable, provided Landlord shall use reasonable efforts not to interfere with Tenant's occupancy of or business in the Premises. Notwithstanding the foregoing, in no event shall Landlord be liable for any inconvenience, annoyance, disturbance, loss of business or

other damage to Tenant by reason of such inspection or the making of repairs, alterations or improvements, and the obligations of Tenant under this Lease shall not thereby be affected in any manner whatsoever. Tenant shall not interfere with any such inspection or the making of repairs, alterations or improvements to the Premises or to any adjoining premises.

ARTICLE 21 - Right to Perform Obligations of Tenant

If Tenant shall fail to make repairs or otherwise be in default under this Lease (other than in the payment of rent), Landlord may cure the same at the expense of Tenant (a) immediately and without notice in the case of emergency or in case such default will result in a violation of law or in a cancellation of an insurance policy maintained for the Shopping Center, and (b) in any other case if such default continues after ten (10) days from the date of giving by Landlord to Tenant of notice of Landlord's intention so to perform the same, provided, however, that if any default cannot with due diligence be cured within such ten (10) day period, then such ten (10) day period shall be extended for such time as may be necessary to complete the same with all due diligence.

Bills for all reasonable costs and expenses incurred by Landlord in connection with any performance by it hereunder shall be payable within ten (10) days after notice of the amount thereof, together with interest thereon at two (2%) percent above the prime or base commercial lending rate at the time announced by Citicorp, N.A. to be in effect at its principal office in New York, New York, and shall be deemed additional rent hereunder.

If any cost, expense, charge, amount or sum (other than minimum rent) payable by Tenant as provided in this Lease is not paid when due, the same shall be due and payable by Tenant as additional rent hereunder.

ARTICLE 22 - Landlord's Title

Landlord covenants and warrants to Tenant that Landlord has good and marketable title to the Premises and other premises in which Tenant is given rights of use by this Lease, that Landlord's title is subject only to the usual title objections, if any, not capable of interfering with Tenant's beneficial use of the Premises, or any part thereof, as permitted under this Lease or other premises on which Tenant is given rights of use by this Lease.

ARTICLE 23 - Quiet Enjoyment

Provided Tenant is not in default hereunder, Tenant shall have peaceable and quiet enjoyment and possession of

the Premises herein demised during the term hereof and any renewals without any hindrance or molestation from Landlord, its agents, servants or employees.

ARTICLE 24 - Force Majeure

If either party shall be delayed or hindered in or prevented from the performance of any act required hereunder, including delivery of the Premises by Landlord as required by this Lease, by reason of strikes, lock-outs, labor trouble, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of like nature not the fault of the party delayed, then performance of such act shall be excluded for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Article shall not operate or excuse the Tenant from the prompt payment of rent, or additional rent or any other payments required by the terms of this Lease, nor shall the provisions of this Article operate to delay the Commencement Date to a date more than sixty (60) days after Landlord delivers the Premises to Tenant.

ARTICLE 25 - Broker's Fee

Landlord and Tenant mutually warrant, one to another, that there are no real estate brokers entitled to a commission as a result of producing this Lease Agreement and that neither employed or engaged a real estate broker or agent to effectuate this Lease Agreement.

ARTICLE 26 - Notices

All notices required to be sent under the provisions of this Lease to Landlord and Tenant by one another shall be in writing and sent by U.S. mail, certified, return receipt requested, to the addresses set forth on the first page of this Lease.

ARTICLE 27 - Emergency

Tenant may, if an emergency shall exist, perform any obligation of Landlord hereunder for the account of Landlord, after first notifying the Landlord of the same by telephone or telegram of such emergency. In such event, Landlord shall reimburse Tenant for any expenditure reasonably made by Tenant.

ARTICLE 28 - Recording

This Lease shall not be recorded, but a short form or memorandum of this Lease may be recorded upon the request of either party.

ARTICLE 29 - Successors and Assigns

This Lease shall be binding upon and shall inure unto the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns, subject to the provision of Article .

ARTICLE 30 - Holdover

Should Tenant remain in possession of the Premises after the expiration of the term of this Lease, such holding over shall be deemed to have created and be construed to be a tenancy from month to month, terminable on thirty (30) days written notice from either party to the other, at the then fair market rental value, as determined by Landlord, provided such holding over is with Landlord's consent. Any holding over without Landlord's consent shall entitle Landlord to re-enter the Premises as provided in Article hereof, but shall not relieve Tenant from liability for use and occupancy or any other damages suffered by Landlord as a result thereof.

ARTICLE 31 - Security Deposit

Tenant has deposited with Landlord the sum of three thousand (\$3,400.00) dollars as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this Lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this Lease, including, but not limited to, the payment of rent and additional rent, Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sums as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency accrued before or after summary proceedings or other re-entry by Landlord. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the security shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the Premises to Landlord, without interest. In the event of a sale of the land and building or leasing of the building, of which the Premises form a part, Landlord shall transfer the security to the vendee or lessee and Landlord shall thereupon be released by tenant from all liability for the return of such security; and Tenant agrees to look to the new Landlord solely for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or

assignment made of the security to a new Landlord. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. In the event Landlord applies or retains any portion or all of the security deposited, or in the event of any increase in the minimum rent hereunder, Tenant shall forthwith restore the amount so applied or retained or shall increase the amount of the security, as the case may be, so that at all times the amount deposited shall be equal to two month's minimum rent as then in effect.

ARTICLE 35 - Entire Agreement

This Lease contains all of the agreements and understandings relating to the leasing of the Premises and the obligations of Landlord and Tenant in connection therewith and neither party nor any agent or representative of either thereof has made or is making, and neither party in executing and delivering this Lease is relying upon, any warranties or representations, except to the extent set forth in this Lease. All understandings and agreements heretofore had between Landlord and Tenant relating to the leasing of the Premises are merged in this Lease, which alone fully and completely expresses their agreement. The Exhibits annexed to this Lease are hereby incorporated herein and made a part hereof.

ARTICLE 36 - No Waiver; Etc.

The failure of Landlord or Tenant to insist in any instance upon the strict keeping, observance or performance of any covenant or agreement contained in this Lease or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or agreement, but the same shall continue and remain in full force and effect. No waiver or modification by either Landlord or Tenant of any covenant or agreement contained in this Lease shall be deemed to have been made unless set forth in a writing executed by the party whose rights are being waived or modified. No surrender of possession of any part of the Premises shall release Tenant from any of its obligations hereunder unless accepted by Landlord. The receipt and retention by Landlord, and the payment by Tenant, of fixed rent or additional rent with knowledge of the breach of any covenant or agreement contained in this Lease shall not be deemed a waiver of such breach by either Landlord or Tenant.

ARTICLE 37 - Severability

If any covenant or agreement of this Lease or the

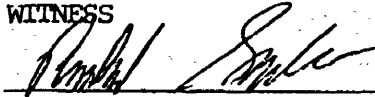
application thereof to any person or circumstance shall be held to be invalid or unenforceable, then and in each such event the remainder of this Lease or the application of such covenant or agreement to any person or any other circumstance shall not be thereby affected, and each covenant and agreement hereof shall remain valid and enforceable to the fullest extent permitted by law.

ARTICLE 38 - Attorney's Fees

In any action or proceeding which Landlord or Tenant may prosecute to enforce its rights hereunder, the unsuccessful party therein shall pay all costs incurred by the prevailing party therein, including reasonable attorneys' fees to be fixed by the court, and such costs and attorneys' fees shall be made a part of the judgment in such action.

IN WITNESS WHEREOF Landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

WITNESS



LANDLORD


WARREN S. CRAIG

EDITH F. CRAIG

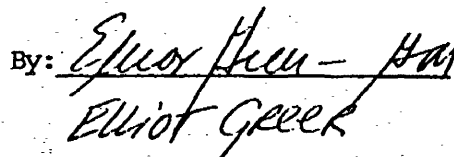
TENANT

Toyota of Newburgh, Inc.

WITNESS



By:


Elliot Greer

PROPERTY DESCRIPTION

SECTION	BLOCK	LOT	TOWN OR VILLAGE	SPECIAL DISTRICT					ASSESSED VALUE			SEC.
				SCHOOL	FIRE	LIGHT	WATER	OTHER	LAND	IMPROV.	TOTAL	
14	03	0040029	TOWN OF NEW WINDSOR	1	2	1	3	1	15900	2000 9900	30800	N
OWNER NO.	LOCATION								DIMENSIONS		ACRES	
46120	INT U S HWY 9W & WALSH RD								089X208X1R			
DEED RECORDED												
								DATE	BOOK	PAGE		
SAFFIOTTI COSMIE R & JOSEPH S								111566	1757	700		
COMMONWEALTH AVE MD 16, NEWBURGH N Y												
CRAIG WARREN S & EDITH F								41268	1791	743		
10 WINTERGREEN AVE, NEWBURGH, N Y												
CRAIG EDITH F								8 19 92	3652	98		
10 Wintergreen Ave., Newburgh, NY 12550												

ORANGE COUNTY PROPERTY-MAP and RECORDS SYSTEM

AERO SERVICE
DIVISION OF LITTON INDUSTRIES